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ATTN: Petitions Office

FAX: 571.273.8300

FROM: Victor Jay Liechty, II

PAGES: Number of Pages, Including Cover: 14

PHONE: 801.836.8392

EMAIL: amy@grimreaperbroadheads.com
jay@grimreaperbroadheads.com

Comments: Please email a confirmation of receipt to amy@grimreaperbroadheads.com.
Thank you.

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P. 002

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PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of

Victor Jay Liechty, II

Patent No.: 6,258,000 B1

Issue Date: July 10, 2001

Serial No.: 09/322,278

Filing Date: May 28, 1999

For: PENETRATION ENHANCING AERODYNAMICALLY
FAVORABLE ARROWHEADPETITION UNDER 37 CFR § 1.378(b) TO ACCEPT AN UNAVOIDABLE DELAYED
PAYMENT OF MAINTENANCE FEE IN EXPIRED PATENT TO REINSTATE PATENTCommissioner for Patents
PO Box 1450
Alexandria, Virginia 22313-1450

Sir:

The above-identified patent expired on January 10, 2009 for failure to pay the 7.5 year maintenance fee. This is a petition under 37 CFR § 1.378(b) to accept an unavoidably delayed payment of the 7.5 year maintenance fee for reinstatement of the expired patent. To satisfy the requirements of the petition, submitted herewith are the following:

1. the 7.5 year maintenance fee of \$1,450 as required under 37 CFR § 1.20(f);
2. the surcharge of \$700 as required under 37 CFR § 1.20(i)(1); and
3. a Declaration of Victor Jay Liechty, II, and Amy Liechty showing that the delay in payment of the maintenance fee was unavoidable since reasonable care was taken to ensure

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that the maintenance fee would be paid timely and that the petition was filed promptly after the patentee was notified of expiration of the patent.

In view of the foregoing, it is respectfully requested that the above-identified patent be reinstated.

Dated this 15 day of January 2013.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jay Liechty", with a large, sweeping flourish extending to the right.

Victor Jay Liechty, II
Patentee

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P. 004

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of)
Victor Jay Liechty, II)
Patent No.: 6,258,000 B1)
Issue Date: July 10, 2001)
Serial No.: 09/322,278)
Filing Date: May 28, 1999)
For: PENETRATION ENHANCING AERODYNAMICALLY)
FAVORABLE ARROWHEAD)

DECLARATION OF VICTOR JAY LIECHTY, II IN SUPPORT
OF REINSTATEMENT OF PATENT ARISING FROM UNAVOIDABLE DELAY

Commissioner for Patents
PO Box 1450
Alexandria, Virginia 22313-1450

Sir:

I, Victor Jay Liechty, II, hereby declare as follows:

1. I am personally knowledgeable of the facts stated herein.
2. In January 2000, at the age of 36, I independently started a small business, Grim Reaper Broadheads, Inc., which produced and sold mechanical broadheads used in association with archery. Initially, the company only included me and my father, Victor Jay Liechty, Sr., whom I hired to be in charge of accounts payable and other related matters.

~~3. As an owner of a small, start-up company with minimal working capital, I was~~
unable to afford the full services of a patent attorney. As such, from between about 1998 to

2001, I primarily independently drafted, prosecuted and obtained the issuance of the above-identified patent (hereinafter "Patent") with only minimal outside guidance. The Patent covers broadheads that are sold by Grim Reaper Broadheads, Inc.

4. Once the Patent issued, I notified my father of the Patent, informed him of the required maintenance fees and when they were due, and specifically assigned him the responsibility to attend to payment of the maintenance fees when due.

5. In December of 2004, I licensed the Patent to New Archery Products Corp ("NAP").

6. In 2003 and again in 2005, my company moved locations so that production capabilities could be expanded. I did not consider updating my address with the US Patent and Trademark Office ("USPTO"), and I do not ever remember seeing any notice from the USPTO that the 7.5 year renewal was due or that the Patent was expired.

7. In 2010, it was necessary to replace my father in accounts payable and lock him out of the computer system. At this time he was 77 years old. As a result of the onset of old age, he was increasingly making mistakes, forgetting required responsibilities, unable to remember why he took certain actions and was otherwise unable to function in his job capacity.

8. My wife, Amy Liechty, was hired to replace my father. I have personally spoken with Amy who informed me that she spoke on numerous different occasions with my father to obtain a complete list of all of her responsibilities but that she was not informed of any responsibility for payment of the Patent maintenance fees. See the Declaration of Amy Liechty submitted concurrently herewith.

9. Shortly after October 17, 2012, I received a letter from NAP which informed me that the Patent had expired in 2009 for failure to pay the required maintenance fee and which requested a refund of royalty payments. Attached as Exhibit A is a copy of the letter.

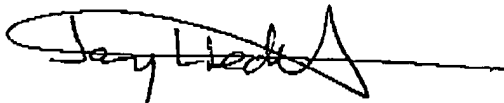
10. Receipt of the attached NAP letter was the first date that I became aware of the expiration of the Patent. Since receipt of the NAP letter I have been diligently investigating what I needed to do to revive the Patent and preparing the present petition.

11. In view of the foregoing, I request that the Patent be revived because I used reasonable care to ensure that the maintenance fees were paid by identifying to my father, who was an employee of my company in charge of accounts payable, when the maintenance fees were due and specifically assigning him the responsibility to pay the maintenance fees. However, due to the onset of old age, my father failed to remember to pay the 7.5 year maintenance fee and failed to notify my wife of the responsibility to attend to payment of the maintenance fees. As such, failure to make the payment on the maintenance fee was unavoidable. Once I discovered that the Patent was expired, I made prompt and diligent efforts to pay the missed maintenance fee.

12. I declare that all statements made herein under my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful, false statements may jeopardize the validity of the application or any patent issuing thereon.

Dated this 15 day of January 2013.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Victor Jay Liechty, II", with a long horizontal line extending to the right.

Victor Jay Liechty, II
Patentee

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EXHIBIT A

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New Archery Products®

7500 Industrial Drive Forest Park, Illinois 60130
708-488-2500 800-323-1278 Fax: 708-488-2515 Toll Free Fax: 888-323-5414

BROADHEADS • ARROWRESTS • VANES & OTHER ACCESSORIES

October 17, 2012

Dear Mr. Liechty,

NAP has been licensing U.S. Patent 6,258,000 from Grim Reaper since March 21, 2005. NAP has just become aware that the '000 Patent expired on July 10, 2009, due to non-payment of a required maintenance fee. Grim Reaper did not notify NAP that the '000 Patent had expired and continued to accept payment of royalties from NAP. Unless you respond immediately explaining why the Patent License Agreement with NAP is not terminated, NAP will understand that it is under no obligation to pay further royalties and NAP will make no further royalty payment.

Enclosed is an invoice in the amount of \$25,099.47 for the royalties that were paid to Grim Reaper after the '000 Patent expired and the Patent License Agreement was terminated. All payments to Grim Reaper were made by NAP in a timely manner and NAP would appreciate prompt payment of this refund invoice.

Sincerely,

A handwritten signature in black ink, appearing to read 'DS', is written over a horizontal line.

Dave Speelman, Controller
New Archery Products
7500 Industrial Drive
Forest Park, IL 60130
Phone 708-488-2502 ext 107

www.newarchery.com / www.newarchery.biz

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P. 010

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of)
)
Victor Jay Liechty, II)
)
Patent No.:	6,258,000 B1)
)
Issue Date:	July 10, 2001)
)
Serial No.:	09/322,278)
)
Filing Date:	May 28, 1999)
)
For:	PENETRATION ENHANCING AERODYNAMICALLY)
	FAVORABLE ARROWHEAD)

DECLARATION OF AMY LIECHTY IN SUPPORT OF
REINSTATEMENT OF PATENT ARISING FROM UNAVOIDABLE DELAY

Commissioner for Patents
PO Box 1450
Alexandria, Virginia 22313-1450

Sir:

I, Amy Liechty, hereby declare as follows:

1. I am personally knowledgeable of the facts stated herein.
2. In 2010 I was formally hired by Grim Reaper Broadheads, Inc. through my husband, Victor Jay Liechty, II, to replace his father, Victor Jay Liechty, Sr., ("Liechty, Sr.") who was responsible for accounts payable and other related matters. At the time I was hired, I had over 20 years of experience in office management and administration, including 14 years at Brigham Young University.

3. Upon being hired, I spoke with Liechty, Sr., on numerous occasions as to the scope and requirements of his responsibilities that I would be taking over. He did not notify me of the above-identified patent ("Patent") or of any responsibility to pay the maintenance fees thereon.

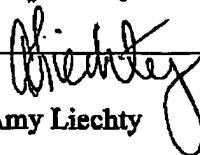
4. Shortly after October 17, 2012, Grim Reaper Broadheads received a letter from New Archery Products Corp ("NAP") which had licensed the Patent. The letter stated that the Patent expired in 2009 for failure to pay the required maintenance fee and requested a refund of royalty payments.

5. Following receipt of the NAP letter, I asked Liechty, Sr., if he knew about the Patent and whether he had paid the maintenance fee. He responded that he did recall keeping a file regarding maintenance of patents but that he did not remember whether he had paid the maintenance fee on the Patent nor did he remember where the file on the patents was located. To date, I have been unable to locate his file on patents.

6. I declare that all statements made herein under my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful, false statements may jeopardize the validity of the application or any patent issuing thereon.

Dated this 15 day of January 2013.

Respectfully submitted,


Amy Liechty

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JAN 16 2013

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U.S. Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE

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**CHANGE OF
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Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Patent Number	6,258,000
Issue Date	July 10, 2001
Application Number	09/322,278
Filing Date	May 28, 1999
First Named Inventor	Victor Jay Leachy II
Attorney Docket Number	

Please change the Correspondence Address for the above-identified patent to:

☐ The address associated with Customer Number:

OR

☒ Firm or
Individual Name Grim Reaper Broadheads

300 North Draper Lane

Address

City Provo State Utah ZIP 84601

Country US

Telephone 801.377.6199 Email

This form cannot be used to change the data associated with a Customer Number. To change the data associated with an existing Customer Number use "Request for Customer Number Data Change" (PTO/SB/124).

This form will not affect any "fee address" provided for the above-identified patent. To change a "fee address" use the "Fee Address Indication Form" (PTO/SB/47).

I am the:

☒ Patentee.☐ If the Patentee was not the applicant for patent (37 CFR 1.42), then a Statement under 37 CFR 3.73(c) (Form PTO/AIA/96 or equivalent) is enclosed or was filed on _____ See 37 CFR 3.71.☐ Attorney or agent of record. Registration Number _____☐ Patent practitioner acting in a representative capacity whose correspondence address is the correspondence address of record. Notice has been given to the patentee or owner. Registration Number _____

Signature

Typed or
Printed Name Victor Jay Leachy II

Date 15 JANUARY 2013

Telephone 801-377-6199

NOTE: This form must be signed in accordance with 37 CFR 1.33. See 37 CFR 1.4(d) for signature requirements and certifications.
Submit multiple forms if more than one signature is required, see below.☐ Total of _____ forms are submitted.

This collection of information is required by 37 CFR 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Mail Stop Post Issue, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

Privacy Act Statement

The Privacy Act of 1974 (P.L. 93-579) requires that you be given certain information in connection with your submission of the attached form related to a patent application or patent. Accordingly, pursuant to the requirements of the Act, please be advised that: (1) the general authority for the collection of this information is 35 U.S.C. 2(b)(2); (2) furnishing of the information solicited is voluntary; and (3) the principal purpose for which the information is used by the U.S. Patent and Trademark Office is to process and/or examine your submission related to a patent application or patent. If you do not furnish the requested information, the U.S. Patent and Trademark Office may not be able to process and/or examine your submission, which may result in termination of proceedings or abandonment of the application or expiration of the patent.

The information provided by you in this form will be subject to the following routine uses:

1. The information on this form will be treated confidentially to the extent allowed under the Freedom of Information Act (5 U.S.C. 552) and the Privacy Act (5 U.S.C. 552a). Records from this system of records may be disclosed to the Department of Justice to determine whether disclosure of these records is required by the Freedom of Information Act.
2. A record from this system of records may be disclosed, as a routine use, in the course of presenting evidence to a court, magistrate, or administrative tribunal, including disclosures to opposing counsel in the course of settlement negotiations.
3. A record in this system of records may be disclosed, as a routine use, to a Member of Congress submitting a request involving an individual, to whom the record pertains, when the individual has requested assistance from the Member with respect to the subject matter of the record.
4. A record in this system of records may be disclosed, as a routine use, to a contractor of the Agency having need for the information in order to perform a contract. Recipients of information shall be required to comply with the requirements of the Privacy Act of 1974, as amended, pursuant to 5 U.S.C. 552a(m).
5. A record related to an International Application filed under the Patent Cooperation Treaty in this system of records may be disclosed, as a routine use, to the International Bureau of the World Intellectual Property Organization, pursuant to the Patent Cooperation Treaty.
6. A record in this system of records may be disclosed, as a routine use, to another federal agency for purposes of National Security review (35 U.S.C. 181) and for review pursuant to the Atomic Energy Act (42 U.S.C. 218(o)).
7. A record from this system of records may be disclosed, as a routine use, to the Administrator, General Services, or his/her designee, during an inspection of records conducted by GSA as part of that agency's responsibility to recommend improvements in records management practices and programs, under authority of 44 U.S.C. 2904 and 2906. Such disclosure shall be made in accordance with the GSA regulations governing inspection of records for this purpose, and any other relevant (i.e., GSA or Commerce) directive. Such disclosure shall not be used to make determinations about individuals.
8. A record from this system of records may be disclosed, as a routine use, to the public after either publication of the application pursuant to 35 U.S.C. 122(b) or issuance of a patent pursuant to 35 U.S.C. 151. Further, a record may be disclosed, subject to the limitations of 37 CFR 1.14, as a routine use, to the public if the record was filed in an application which became abandoned or in which the proceedings were terminated and which application is referenced by either a published application, an application open to public inspection or an issued patent.
9. A record from this system of records may be disclosed, as a routine use, to a Federal, State, or local law enforcement agency, if the USPTO becomes aware of a violation or potential violation of law or regulation.